



REQUEST FOR QUOTATION

QUOTATIONS WILL BE RECEIVED UNTIL 5:00 P.M. _____

 RFQ NO. R9-4-028 DATE 3/15/2004

 ARIZONA DEPARTMENT OF
PUBLIC SAFETY
2102 W. ENCANTO BLVD.
P O BOX 6638 MAIL DROP 1330
PHOENIX ARIZONA 85005

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VENDOR QUOTATION

Read the terms and conditions on the reverse of this form before preparing your quotation. Vendor should quote his best price, FOB destination, including all delivery charges, but excluding applicable taxes. Delivery schedule and discount for early payment should be indicated in the spaces provided below. Return your quotation promptly to Finance at the above address, referencing the RFQ number on your return envelope, or fax to (602)-223-2944. **THIS IS NOT A PURCHASE ORDER.**

DELIVERY POINT: Arizona DPS
2010 W. Encanto Blvd. Phoenix, AZ 85009

PROCUREMENT SPECIALIST:

Bill Heiner

ITEM	QUANTITY	UNIT	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
1	1	Ea	Orion SLX Edition Software Package – Network Performance Monitor	\$ _____	\$ _____
2	1	Ea	One (1) Year Maintenance Support for the above	\$ _____	\$ _____

THIS SECTION MUST BE COMPLETED BY VENDOR

Company Name	Address	City	State	Zip	Telephone No.
					Fax No.

Delivery is promised within _____ calendar days after receipt of an order. If payment is made within _____ days after receipt of goods or services, the buyer is entitled to a discount of _____ % on the above listed price(s).

Signature _____

Date _____

Typed Name and Title _____



**ARIZONA DEPARTMENT OF PUBLIC SAFETY
SPECIAL TERMS & CONDITIONS**

2102 West Encanto Blvd.
Phoenix, Arizona 85009
(602) 223-2405

SOLICITATION NO. R9-4-028

1.0 EVALUATION:

In accordance with the Arizona Procurement code §41-2535, awards shall be made to the responsible bidder submitting the quotation which is most advantageous to the State and conforms to the solicitation.

2.0 SHIPPING TERMS:

Prices shall be FOB Destination to any delivery location in the State of Arizona, delivered to the specified receiving point as required by the Department of Public Safety at the time of order. Contractor shall retain title and control of all goods until they are delivered, received and the contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the contractor. All claims for visible and concealed damage shall be filed by the contractor. The State will notify the contractor promptly of any damaged goods and shall assist the contractor in arranging for inspection.

3.0 TERM OF CONTRACT:

The term of any resultant contract shall commence on the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or otherwise provided herein.

4.0 CONTRACT RENEWAL:

The contract shall not bind nor purport to bind the State for any contractual commitment in excess of the original contract period. The Department of Public Safety reserves the right, upon mutual agreement between the Department of Public Safety and the successful offeror, to renew the contract for supplemental periods of up to a maximum of 24 months or a portion thereof. If such rights are exercised, all terms, conditions and provisions of the original contract shall remain the same and apply during the renewal period unless otherwise stipulated.

5.0 PRICE ADJUSTMENT:

The Department of Public Safety may review a fully documented request for a price increase only after the contract has been in effect for one (1) year. A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The Department of Public Safety shall determine whether the requested price increase or an alternate option is in the best interest of the State. The price increase adjustment, if approved, will be effective upon the effective date of the contract extension. Price reductions will become effective upon acceptance by the State.

6.0 QUESTIONS:

Questions pertaining to this solicitation shall be directed to Bill Heiner, Procurement Specialist, at (602) 223 -2451.

**Fax your response to: Bill Heiner, Procurement Specialist, DPS
Procurement Unit, at (602) 223-2944**

(NOTE: Responses due prior to 5:00 P.M. M.S.T. on March 15, 2004)

Please submit the attached Small Business Certification with your bid.

R9-4-028

TERMS AND CONDITIONS FOR QUOTATIONS

The State of Arizona's Uniform Terms and Conditions, and Instructions to Offerors are hereby incorporated by reference.

1. Quotations, in order to receive consideration, must be on the reverse side of this form, signed and received in DPS Finance no later than the time and business date specified on the Request for Quotation.
2. These are informal quotations and are not read at a public opening, but information may be obtained at any time after they have been tabulated, evaluated and awarded.
3. Unless otherwise specifically provided in this Request for Quotation, all equipment, materials, parts and other components incorporated in the work or end item covered by this contract shall be completely new, of the latest model and of the most suitable grade for the purpose intended. Any and all work under this contract shall be performed in a skilled and workmanlike manner.
4. In case of error in the extension of prices in the Quotation, the unit price will govern. No Quotation shall be altered, amended or withdrawn after the specific date for receiving Quotations. Negligence on the part of the Vendor in preparing the Quotation confers no right for the withdrawal of the Quotation after it has been opened.
5. Unless the Vendor states otherwise, the Buyer reserves the right to award by individual line item, by groups of line items, or as a total, whichever is deemed most advantageous to the State.
6. The State of Arizona is exempt from Federal Excise Tax, including Federal Transportation Tax. Exemption certificates will be furnished upon request. Sales Tax, if any, should be indicated as a separate item.
7. A separate invoice shall be issued for each shipment and no payment will be made prior to receipt of goods or services and correct invoice. Payment shall be subject to the provisions of Title 35 of Arizona Revised Statutes.
8. Payment discount periods will be computed from the date of receipt of goods/services or correct invoice, whichever is later, to date Buyer's warrant is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the bid price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.
9. Periods of time, stated as a number of days, shall be calendar days.
10. Samples requested must be furnished free of any expense and, if not destroyed or required as a future quality standard on award items, will upon request, be returned at the Vendor's expense.
11. Vendor agrees to indemnify, defend, and save the Buyer harmless from any loss, damage or expense whatsoever resulting to the Buyer from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this Request for Quotation. Vendor will indemnify Buyer against all claims for damages to persons or property resulting from defects in materials or workmanship.
12. The right is reserved to reject any, or all, bids, combinations of items, or lot, and to waive informalities not inconsistent with law.
13. Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the general quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to approximate the quality design or performance which is desired. Any bid which proposes like quality, design or performance will be considered. If the description of your offer differs in any way, you must give complete detailed description of your quotation including pictures and literature where applicable. Unless a specific exception is made, the assumption will be that you are bidding exactly as specified on the Request for Quotation.
14. Erasures, interlineations or other changes must be initialed by the person(s) signing the Request for Quotation.
15. This Request for Quotation and any resulting contract shall be governed by the Uniform Commercial Code, as adopted in the State of Arizona and the Arizona Procurement Code and shall be governed by the law of the State of Arizona. Suits pertaining to this Quotation may be brought only in the courts of the State of Arizona.
16. Any contract resulting from this Request for Quotation is subjected to cancellation by the Governor for conflict of interest pursuant to A.R.S. 38-511, the provisions of which are incorporated herein.

**ARIZONA DEPARTMENT OF PUBLIC SAFETY
ATTACHMENT****SOLICITATION NO. R9-4-028**P.O. Box 6638
Mail Drop 1330
Phoenix, Arizona 85005**SMALL BUSINESS CERTIFICATION**

In accordance with A.R.S. §41-2535 and A.A.C. R2-7-335, except where practicable, and as provided for under these rules, this purchase is restricted to small businesses. A small business is one that, including its affiliates, is independently owned/operated, is not dominant in the type of business it conducts and which employs fewer than 100 full-time employees OR which had gross receipts of less than \$4 million dollars in its last fiscal year. By checking the appropriate line shown below, offeror certifies whether it is a small business as defined in this paragraph. If you need assistance in identifying yourself as a small business, call 1-800-542-5684.

If you do not meet the small business definition, please check the applicable line shown below. Under certain conditions outlined in the above referenced rules, DPS may waive the small business requirement.

_____ Does meet small business definition.
_____ Does not meet small business definition.

MINORITY OR WOMEN OWNED BUSINESS

Please indicate below if your business qualifies as a minority or women owned business. This status is defined as being at least 51% minority or women owned.

_____ Yes
_____ No

(NOTE: Please submit this document with your offer.)

An Equal Employment Opportunity Agency